

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x		
MARCY ZEVON,	)	
individually and on behalf of	)	
all others similarly situated,	)	
	)	
Plaintiff,	)	No. 12-cv-4970 (CM)(MHD)
	)	
- against -	)	CLASS ACTION
	)	
DEPARTMENT STORES	)	JURY DEMANDED
NATIONAL BANK,	)	
	)	
Defendant.	)	
-----x		

AMENDED COMPLAINT

1. This action seeks redress for the illegal practices of Defendant Department Stores National Bank (the "Bank"), for providing to customers of its Macy's American Express credit card accounts ("Macy's Amex") disclosure statements that violated the Truth in Lending Act ("TILA").

2. As alleged in greater detail below, the Bank failed to furnish accurate disclosures in the manner mandated by TILA provisions and by the corresponding federal regulations governing periodic billing statements furnished in connection with credit card accounts. More specifically, the Bank failed to furnish disclosures regarding the cost and length of minimum monthly payments in compliance with guidelines provided by federal regulations. TILA generally requires the credit issuer to furnish a customer estimates of how long and how many dollars it would take for

her to pay off her outstanding balance under the terms of the account if she were to make only the required minimum payment each month, assuming no additional extensions of credit. Further, the Bank also failed, *inter alia*, to furnish periodic statement disclosures of accurate estimates regarding the cost of paying off the balance over three years, assuming no additional extensions of credit. The Bank's "pay-off" calculations and disclosures do not comport with the \$2.00 minimum monthly finance charge that it discloses, on the very same periodic statements, to be applicable to the card account.

3. TILA's purpose is to assure meaningful disclosure of credit terms in order to (i) allow consumers to compare more readily the various credit terms available; (ii) enable consumers to avoid the uninformed use of credit; and (iii) protect consumers against inaccurate and unfair billing practices. 15 U.S.C. § 1601(a). The Bank's conduct violates the express provisions of the TILA and the applicable Regulations.

4. Under the private enforcement provisions of TILA, plaintiff and the proposed class seek the recovery of statutory damages of up to \$1,000,000 with respect to each of the Bank's failures to comply.

#### *Jurisdiction and Venue*

5. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1337, as well as under 15 U.S.C. § 1640(e), because this action arises under TILA, 15 U.S.C. § 1601 *et seq.*

6. Venue is proper because the acts and transactions that give rise to this action occurred, in substantial part, in this district. Venue is also proper in this district because the Bank transacts business in this district and the interests of justice require maintenance of this action in this district.

*Parties*

7. Plaintiff Marcy Zevon resides in New York, New York, which is within this district.

8. Zevon is a “consumer,” as that term is defined by § 1602(h) of TILA, because this complaint arises from the Bank’s offer and extension of credit to Zevon, a credit card holder, for personal, family or household purposes.

9. Upon information and belief, the Bank is a corporation doing business in the State of South Dakota and throughout the United States, with a principal place of business in Sioux Falls, South Dakota.

10. The Bank is a “creditor,” as that term is defined by § 1602(f) of TILA and Regulation Z (“Regulation Z”), 12 C.F.R. § 226.2(a)(17) and 12 C.F.R. § 1026.2(a)(17), because at all relevant times, the Bank, in the ordinary course of its business, regularly – *i.e.*, more than 25 times a year – extended or offered to extend consumer credit for which a finance charge is or may be imposed, which is payable in more than four installments.

*Factual Allegations*

11. Zevon is the holder of a Macy’s-branded American Express card account issued by the Bank generally intended for the purchase of goods or services

at all locations, other than Macy's retail locations and Macy's website, that honor American Express cards.

12. Upon information and belief, Zevon's Macy's-branded American Express account was the successor to her Macy's-branded Visa card account. See Exhibit A.

13. The Bank issued Zevon a periodic billing statement on or about June 23, 2011, the relevant portion of which is attached as Exhibit B.

14. All class members herein, as defined below, were furnished a Macy's Amex billing statement substantially similar to the one attached as Exhibit B.

*Class Allegations*

15. Zevon brings this action individually and on behalf of all persons similarly situated.

16. The proposed class (the "Class") consists of all persons who, according to the Bank's records, (i) had an outstanding balance on a Macy's Amex account and (ii) were furnished, after June 22, 2011, a periodic billing statement with a minimum payment repayment estimate and a three-year repayment estimate using the same formula as that employed in producing those estimates as disclosed in Exhibit B and disclosing time and/or dollar estimates that were inaccurate and did not conform to the requirements of Regulation Z and TILA.

17. Specifically excluded from this class are the Bank, any entity in which the Bank has a controlling interest, and the officers, directors, affiliates, legal

representatives, heirs, successors, subsidiaries or assigns of any such individual or entity.

18. The members of the class for whose benefit this action is brought is so numerous that joinder of all Class members is not practicable. In light of the tens of thousands of credit cards issued by the Bank every year, the number of class members is believed to be in excess of 1,000 persons.

19. Zevon's claims are typical of, if not identical to, all members of the class and Zevon does not have any interest that is adverse or antagonistic to the interests of the class. If the conduct of the Bank violates TILA as applied to Zevon, then it violates TILA with respect to the Class.

20. Zevon will fairly and adequately protect the interests of the Class as she is committed to the vigorous prosecution of this action and, to that end, has retained competent counsel experienced in complex litigation of this nature.

21. The Class is proper for certification under Rule 23(b)(2) of the Federal Rules of Civil Procedure. The Defendant's actions complained of herein are generally applicable to all Class members, thereby making final injunctive relief appropriate with respect to the class as a whole.

22. The class is also proper for certification under Federal Rule of Civil Procedure 23(b)(3). A class action is superior to other available methods for the fair and efficient adjudication of the claims asserted herein. Because damages suffered by individual class members may be relatively small, the expense and burden of individual litigation make it impracticable for the class to seek redress individually

for the wrongs they have suffered. Members of the Class do not have a particular interest in individually controlling the prosecution of separate actions.

23. There are questions of law and fact which are common to the members of the Class and which predominate over questions affecting only individual members. Common questions of law and fact include, but are not limited to, whether the Bank has a standardized procedure by which it fails to make a disclosure of a credit customer's minimum payment repayment estimate compliant with TILA and Regulation Z.

24. Upon information and belief, the Class consists of thousands of customers.

25. Thus, a class action is an appropriate and superior method for the fair and efficient adjudication of the present controversy given the following factors:

- a) Common questions of law and/or fact predominate over any individual questions which may arise and, accordingly, there would accrue enormous savings to both the Court and the Class in litigating the common issues on a class-wide instead of a repetitive individual basis; and
- b) The aggregate volume of the individual class members' claims, coupled with the economies of scale inherent in litigating similar claims on a common basis, will enable this case to be litigated as a class action on a cost-effective basis, especially when compared with repetitive individual litigation.

26. Class certification is also fair and efficient because prosecution of separate actions by individual Class members would create a risk of differing adjudications with respect to such individual members of the Class, which as a practical matter may be dispositive of the interests of other members not parties to

the adjudication, or substantially impede their ability to protect their interests. Moreover, since the actual monetary damages suffered by, or statutory damages available to, individual Class members may be relatively small, although significant in the aggregate, the expenses and burdens of individual litigation make it impossible or effectively impossible for the members of the Class to seek individual redress for the TILA violations committed by Defendant.

27. Plaintiff anticipates that there will be no difficulty in the management of this litigation. The records of the individuals encompassed within the Class are in Defendant's possession.

## COUNT I

### *Violations of the Truth in Lending Act*

28. Plaintiff repeats and re-alleges each and every allegation contained in the foregoing paragraphs with the same force and effect as though fully set forth herein.

29. Congress authorized the Federal Reserve Board ("FRB" or "Board") to promulgate regulations granting it broad authority to effectuate the purposes of TILA; that authority is now delegated to the Bureau of Consumer Financial Protection ("Bureau"). 15 U.S.C. § 1604(a)(2008); 15 U.S.C. § 1604(a).

30. The set of regulations that the FRB promulgated to implement TILA is known as Regulation Z, 12 C.F.R. §226.1 *et seq.*

31. To reflect its assumption of TILA rulemaking authority as of July 21, 2011, the Bureau issued an interim final rule republishing Regulation Z with only

minor changes that did not impose any new substantive obligations on creditors. 76 FR 79768 (Dec. 22, 2011); 12 C.F.R. §1026.1 *et seq.*

32. For customers revolving a balance, TILA requires the creditor to furnish a minimum payment repayment estimate of time (“MPRET”) that discloses approximately how much time, under the terms of the account, it would take to pay off the debt – assuming no additional credit is extended – if the customer were to make only the minimum monthly payments required each month. 15 U.S.C. § 1637(b)(11)(B)(i).

33. For customers revolving a balance, TILA further requires the creditor to furnish a minimum payment repayment total cost estimate (“MPTCE”) that discloses approximately the total dollar cost of paying off the debt – assuming no additional credit is extended – if the customer were to make only the minimum monthly payments required each month. 15 U.S.C. § 1637(b)(11)(B)(ii).

34. The creditor is required to furnish the MPRET and MPTCE disclosures with the periodic billing statement “in the form and manner which the Board shall prescribe, by regulation . . . in a conspicuous and prominent location on the billing statement.” 15 U.S.C. § 1637(b)(11)(D).

35. Accordingly, the Board generally mandated that creditors furnish customers with MPRET and MPTCE disclosures as described in Appendix M1 and in a format substantially similar to either Sample G-18(C)(1), G-18(C)(2) or G-18(C)(3), whichever may be applicable. 12 C.F.R. §226.7(b)(12), 12 C.F.R. Part 226 Supp. I, Appendixes G, M1.



36. Similarly, the Bureau generally mandates that creditors furnish customers with MPRET and MPTCE disclosures as described in Appendix M1 and in a format substantially similar to either Sample G-18(C)(1), G-18(C)(2) or G-18(C)(3), whichever may be applicable. 12 C.F.R. §1026.7(b)(12), 12 C.F.R. Part 1026 Supp. I, Appendixes G, M1.

37. Upon information and belief, Zevon's account terms provided for a minimum interest charge of \$2.00 in any month that the average daily balance would have subjected her account to the imposition of an interest charge under \$2.00. Exhibit B.

38. The actual length of time it would take to pay Zevon's \$304.22 outstanding balance making only minimum payments, as delineated in Appendix M1, would have been no less than 80 months, which rounds to seven years. 12 C.F.R. Part 1026, Supp. I, Appendix M1; Exhibit C, Minimum-Payment Amortization of Zevon Debt.

39. As such, the MPRET disclosure Defendant furnished Zevon – "6 years" – did not accurately disclose an estimate of the full length of time it would have taken to pay the outstanding balance as delineated in Appendix M1, and thus violated Regulation Z and TILA. Exhibit B.

40. Additionally, the actual total cost of paying Zevon's \$304.22 outstanding balance making only minimum payments, as delineated in Appendix M1, would have been \$477.59. 12 C.F.R. Part 1026, Supp. I, Appendix M1; Exhibit C, Minimum-Payment Amortization of Zevon Debt.

41. As such, the MPTCE disclosure Defendant furnished Zevon – “\$430” – did not accurately disclose an estimate of the total cost of paying the outstanding balance making only minimum payments, as delineated in Appendix M1, and thus violated Regulation Z and TILA. Exhibit B.

42. Further, the full cost of paying Zevon’s \$304.22 outstanding balance in 3 years by making level monthly payments, as delineated in Appendix M1, would have been \$395.37 making \$10.00 level payments. 12 C.F.R. Part 1026, Supp I, Appendix M1; Exhibit D, Three-Year Amortization of Zevon Debt.

43. As such, the cost disclosure Defendant furnished Zevon – “\$375” – did not accurately disclose an estimate of the total cost of paying the outstanding balance making level \$10 payments over three years, as delineated in Appendix M1, and thus violates Regulation Z and TILA. Exhibit B.

44. Upon information and belief, the Bank produced the billing statement containing erroneous repayment cost and time estimates using a standard computer algorithm; thus, the inaccurate disclosures the Bank made to Zevon were also made to similarly situated members of the class.

45. These disclosures are erroneous on the grounds that Zevon’s minimum finance charge during this period was no longer \$1.00 – as it had been in the Visa Card agreement, Exhibit A – but \$2.00, as disclosed on every billing statement, regardless of whether this term had been amended with proper advance notice under TILA and Regulation Z; however, if the minimum finance charge during this period is ultimately determined to have indeed been \$1.00, then, in the alternative,

the Bank's disclosure on the statement that a \$2.00 minimum finance charge was in force violated Regulation Z and TILA by providing a disclosure that does not reflect the legal obligation of the parties. 12 C.F.R. § 1026.5(c).

46. Upon information and belief, the Bank produced the billing statement containing minimum interest charge information using a standardized "backer" form; thus any inaccurate minimum interest charge disclosures the Bank made to Zevon were also made to similarly situated members of the class.

47. With respect to each of the Bank's violations of TILA for inaccurate disclosures, as alleged above, Plaintiff and the Class are entitled to recover up to \$1,000,000 in statutory damages, together with costs and reasonable attorney fees. 15 U.S.C. § 1640(a)(2).

WHEREFORE, Plaintiff Marcy Zevon prays on her behalf and on behalf of the Class that judgment be entered against Defendant as follows:

(1) An order certifying the proposed Class under Federal Rule of Civil Procedure 23(b)(2) and, additionally or in the alternative, an order certifying the Class under Federal Rule of Civil Procedure 23(b)(3);

(2) A declaration that the Bank's systematic and standard policy of furnishing Macys-branded American Express card account billing statements that make inaccurate disclosures to customers with respect to minimum payment repayment of the outstanding balance violates the Truth in Lending Act;

(3) An injunction permanently prohibiting the Bank from engaging in the conduct described;

(4) Maximum statutory damages as provided under 15 U.S.C. § 1640(a)(2);

(5) Attorney fees, litigation expenses, and costs; and

(6) Such other and further relief as to this Court may seem just and proper.

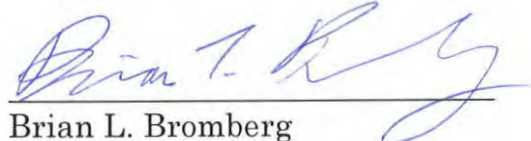
*Jury Demand*

Plaintiff respectfully requests a trial by jury.

Dated: New York, New York  
September 14, 2012

Respectfully Submitted,

By:



Brian L. Bromberg  
One of Plaintiff's Attorneys

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# Exhibit A

8482816G2

<b>ANNUAL PERCENTAGE RATE (APR)</b> For Purchases Other APRs Variable Rate Information	<b>Wells Account</b> (APR is an estimate of your purchase rate) Variable Rate Example: <b>19.15%</b> Variable Rate Example: APR currently 19.15% Example APR 19.15% (your purchase rate) based on the purchase APR for the month of May 2019. The APR for the month of May 2019 is 19.15% based on the Prime Rate of 4.25% plus 15.00%. APR is the annualized rate for the month of May 2019.	<b>Non-Wells Account</b> (APR is an estimate of your purchase rate) <b>21.6% or 24.9%**</b> Example APR 21.6% (your purchase rate) based on the Prime Rate of 4.25% plus 17.35%.
Grace Period for Repayment of the Balance for Purchases Method for Computing the Balance for Purchases Minimum Finance Charge Annual Fee Connection Fee for International Purchases Other Fees Transaction Fee for Cash Advances Overlimit Fee Late Payment Fee	Grace Period for Repayment of the Balance for Purchases Method for Computing the Balance for Purchases Minimum Finance Charge Annual Fee Connection Fee for International Purchases Other Fees Transaction Fee for Cash Advances Overlimit Fee Late Payment Fee	Grace Period for Repayment of the Balance for Purchases Method for Computing the Balance for Purchases Minimum Finance Charge Annual Fee Connection Fee for International Purchases Other Fees Transaction Fee for Cash Advances Overlimit Fee Late Payment Fee

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DISCLOSURE: The above information may apply to a specific action. For more information, call 1-800-368-6868 or visit [www.fda.gov/oc/ohrt](http://www.fda.gov/oc/ohrt). The right to an oral hearing is the responsibility of the individual and does not affect the ability to file a written request for a hearing or to file an appeal.

THESE ARE THE TERMS AND CONDITIONS OF THE SALE:

THESE ARE THE TERMS AND CONDITIONS OF THE SALE:

[illegible]

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1. **Introduction** (10%)  
The purpose of this assignment is to evaluate your understanding of the concepts of **data science** and **machine learning**. You are required to write a short paper (1-2 pages) discussing the following topics:

1. **Identifying the French Language Proficiency Objectives** The first step in developing a French Language Proficiency Objectives (FLPO) is to identify the specific objectives that the program aims to achieve. These objectives should be based on the French Language Proficiency Objectives (FLPO) established by the American Council on the Teaching of Foreign Languages (ACTFL). The ACTFL FLPO are organized into three levels: Novice, Intermediate, and Advanced. Each level has specific objectives for listening, speaking, reading, and writing. The program should aim to achieve the objectives for the level that it is designed to serve.

[illegible]

1. **General** – The purpose of this document is to provide information regarding the proposed changes to the current rules of the American Bar Association (ABA) regarding the admission of foreign-trained lawyers to the U.S. bar. The proposed changes are intended to address the needs of foreign-trained lawyers who wish to practice law in the United States.

The above information is provided for informational purposes only. It is not intended to be used for tax planning purposes. The actual tax consequences of any transaction will depend upon the specific facts and circumstances. The information is not intended to be used for tax planning purposes. The actual tax consequences of any transaction will depend upon the specific facts and circumstances.

2. **Explain the importance of the following factors in the development of a country's economy:**

1. Welche Umweltprobleme sind in der Tabelle aufgeführt? Welche Auswirkungen haben diese Probleme auf die Umwelt? Welche Maßnahmen können ergriffen werden, um diese Probleme zu lösen?

[illegible]

As a result of the above, the Commission has concluded that the proposed transaction is in the best interests of the shareholders of the Company and, therefore, it is recommended that the transaction be approved by the shareholders of the Company.

1. **Prüfungsausschuss:** Der Prüfungsausschuss ist das oberste Gremium der Hochschule. Er besteht aus Vertretern der Fakultäten, der Verwaltung und der Studierenden. Er beschließt über die Aufnahme neuer Studierende, die Zulassung zur Prüfung und die Vergabe von Stipendien.

By clicking on the "I agree" button, you acknowledge that you have read and understand the Terms of Use, and you agree to be bound by the Terms of Use. You also agree to indemnify and hold the Company harmless from all claims, damages, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Company in connection with the use of the Service, regardless of whether or not such claims, damages, or expenses result in a finding of liability against the Company.

12. **Answer: D** The correct answer is choice D. The passage states that the researchers found that the more people who are vaccinated, the more likely it is that the disease will be eradicated. This is because the disease can only spread if there are enough unvaccinated people to sustain the infection. Therefore, the more people who are vaccinated, the less likely it is that the disease will spread.

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11. **Identifying the Cause:** The first step in the process is to identify the cause of the problem. This involves gathering information about the problem, such as when it started, how often it occurs, and what conditions are associated with it. Once the cause is identified, the next step is to develop a plan to address the problem.

It is important to note that the results of this study are based on a cross-sectional design, which means that the data were collected at a single point in time. This limits the ability to establish causality between the variables studied. Future research should consider longitudinal designs to better understand the temporal relationships between the variables.

[illegible]

10. **GOVERNING LAW.** This contract shall be governed by the laws of the State of South Dakota. It is hereby agreed and accepted in South Dakota, and any and all acts intended to be performed in South Dakota, by the parties hereto and agreed to be performed in South Dakota, and the law of the State of South Dakota, whether done or performed in any other state or country, shall govern this contract and all disputes arising thereunder.

**14. Important:** In the next two questions, you will be asked to compare the two different ways of measuring the effect of the treatment. In the first question, you will be asked to compare the two different ways of measuring the effect of the treatment. In the second question, you will be asked to compare the two different ways of measuring the effect of the treatment.

1. *Explain the importance of the following factors in the design of a research study:*

1. **Assessment of the demand:** The assessment of the demand is the first step in the process of demand management. It involves identifying the sources of demand, such as the customer, the market, or the organization, and understanding the nature of the demand, such as its volume, timing, and location. This step is crucial for developing effective demand management strategies.

1. **Identify the problem.** What is the problem you are trying to solve? What are the symptoms of the problem? What are the causes of the problem?

1. The purpose of this report is to provide information on the current status of the project and to identify any issues that may arise. The report is intended for the use of the project manager and the steering committee.

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**Abstract:** The purpose of this study was to determine the effect of a 12-week training program on the physical and psychological health of sedentary, middle-aged women. The program consisted of three sessions per week, each lasting 45 minutes. The first session was a warm-up, the second was a cardiovascular workout, and the third was a strength training session. The results showed that the women who participated in the program experienced significant improvements in their physical and psychological health. Specifically, the women who participated in the program showed a significant increase in their maximum heart rate, a significant decrease in their resting heart rate, and a significant increase in their maximum oxygen consumption. Additionally, the women who participated in the program showed a significant decrease in their anxiety levels and a significant increase in their self-esteem. The results of this study suggest that a 12-week training program can have a positive effect on the physical and psychological health of sedentary, middle-aged women.

THESE THINGS ARE CONSIDERED IMPORTANT TO THE QUALITY OF THE STUDY AND ARE NOT BEING USED TO IDENTIFY INDIVIDUALS. THE INFORMATION IS BEING USED TO IMPROVE THE QUALITY OF THE STUDY AND TO IDENTIFY ANY PROBLEMS THAT MAY ARISE. THE INFORMATION IS BEING USED TO IMPROVE THE QUALITY OF THE STUDY AND TO IDENTIFY ANY PROBLEMS THAT MAY ARISE. THE INFORMATION IS BEING USED TO IMPROVE THE QUALITY OF THE STUDY AND TO IDENTIFY ANY PROBLEMS THAT MAY ARISE.

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1. **Authorizing Officer:** The authorizing officer is the individual who is responsible for the management of the information system. The authorizing officer is responsible for the overall security of the information system and for ensuring that the information system is properly protected. The authorizing officer is also responsible for ensuring that the information system is properly maintained and that the information system is properly updated.

1. The first step in the process is to identify the problem. This involves gathering information about the situation and understanding the needs of the stakeholders involved.

1. The first step in the process of creating a new product is to identify a market need. This involves conducting market research to determine what consumers want and what problems they are trying to solve. Once a need is identified, the next step is to develop a concept that addresses this need. This concept should be unique, feasible, and profitable. The third step is to create a prototype of the product. This allows the designer to test the concept and make any necessary adjustments. Finally, the product is launched into the market, and the designer monitors its performance and makes any necessary improvements.

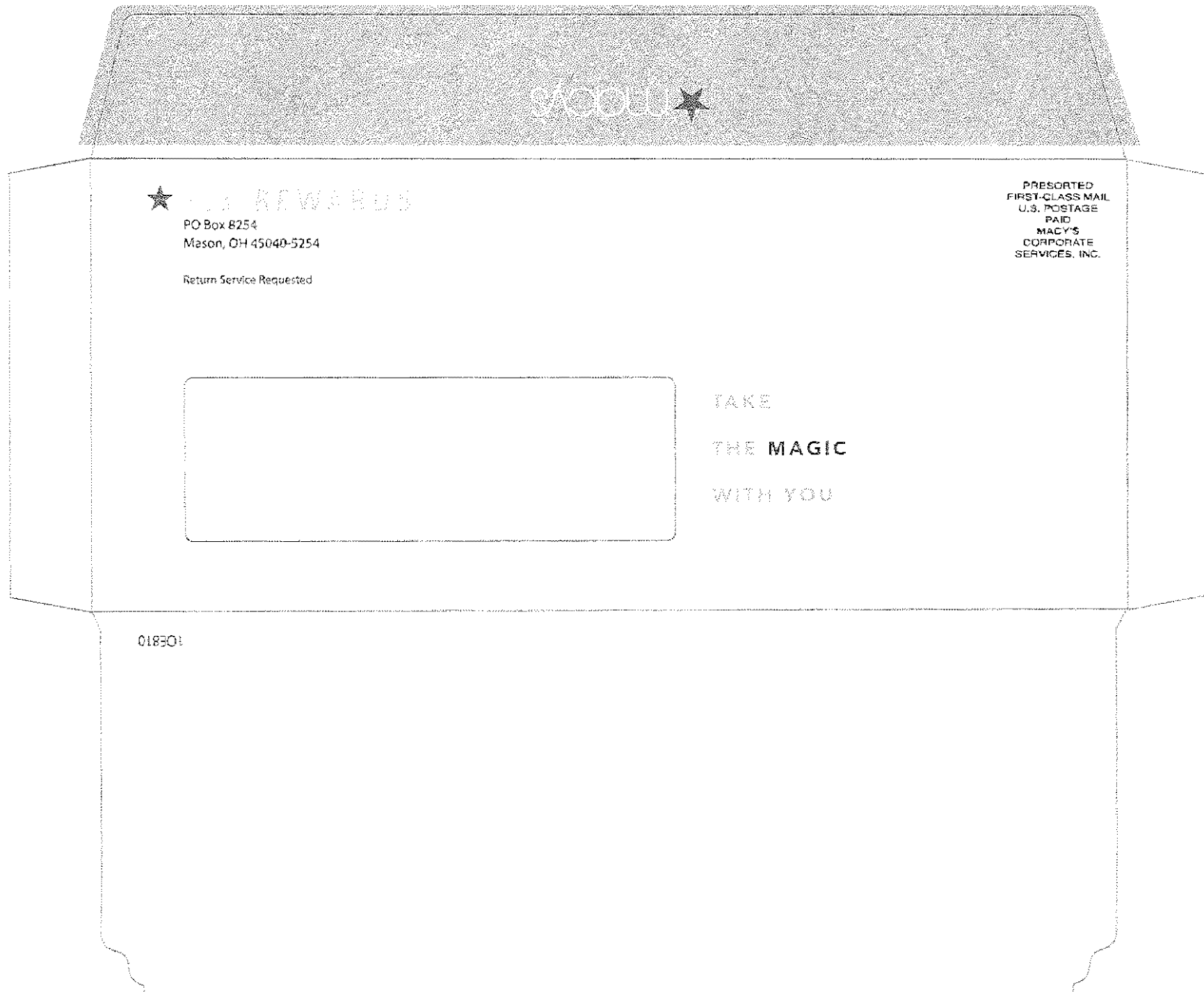
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11.  $\text{Fe}^{2+} + \text{H}^+$  cation, we observe no change in  $\text{Fe}^{2+}$  or  $\text{H}^+$  after 24 hours, so the reaction is not spontaneous.  $\Delta G^\circ = 0$  kJ/mol.











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\* See enclosed offer for more details. Offer ends 12/31/2010.

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† Emergency Assistance is a referral service provided by AXA Assistance USA. The Assistance service does not include any coverage.

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23 ABBR810

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See back panel for details.

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Excludes all other merchandise.



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Excludes all other merchandise.



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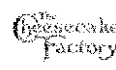
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wherever American Express is welcomed.**GET 15% BACK AT SOME OF YOUR FAVORITE RESTAURANTS  
WITH YOUR NEW MACY'S AMERICAN EXPRESS® CARD**

Receive a 15% statement credit every time you use your new Macy's American Express Card at participating locations, September 6 through December 31, 2010, until you reach a total maximum credit of \$25.\*

**START DINING AND SAVING TODAY IN 3 EASY STEPS!**

1. Register your Macy's American Express Card at [www.amexnetwork.com/macys](http://www.amexnetwork.com/macys).
2. Pay for your meal at any of the locations shown below with your registered Macy's American Express Card.
3. Receive an automatic statement credit of 15% of your total dining bill (including taxes and tip) whenever you use your Macy's American Express Card at participating locations, until you reach a total maximum credit of \$25.

**REMEMBER, YOU MUST REGISTER YOUR MACY'S AMERICAN EXPRESS CARD AT [WWW.AMEXNETWORK.COM/MACYS](http://WWW.AMEXNETWORK.COM/MACYS) TO RECEIVE THIS STATEMENT CREDIT.**

\*Exclusions apply; see back for details.

\*Excludes: Everyday Values (EDV), specials, Super Buys and all regular priced: bridge & designer handbags and designer sportswear, cosmetics, fragrances, watches, Impulse, Oval Room, 28 Shop®, all electronics and electronics, e-Spot™, furniture, mattresses, rugs/floor coverings, sterling flatware, All-Clad®, Emporio Armani, Baccarat, Tommy Bahama, Coach, Dooney & Bourke, Dyson, Ghurka, Henckels, Juicy Couture®, Lacoste, Lalique, Lauren/Polo/Ralph Lauren, Levi's®/Dockers®, MICHAEL Michael Kors/Michael Kors, The North Face®, Not Your Daughter's Jeans®, Reebok® EasyTone, Skechers® Shape-Ups™, Kate Spade, Tumi™, Louis Vuitton, Wacoal, Waterford China/Crystal/Silver, Wüsthof, William Yeoward, select licensed departments. Not valid on previous purchases, special orders, special purchases, services, gift cards, jewelry trunk shows, payment on credit accounts, bridal salons, restaurants, gourmet food and wine. Cannot be combined with any savings pass/coupon, extra discount or credit offer, except opening a new Macy's account. **EXTRA SAVINGS 9% APPLIED TO REDUCED PRICES. Valid in-store any single day and one time on macys.com, August 23-November 2, 2010, with your Macy's Card.**

Date of redemption  
(Sales Associate write in today's date)



000030672000530400514

\*Excludes: Everyday Values (EDV), specials, Super Buys and all regular priced: bridge & designer handbags and designer sportswear, cosmetics, fragrances, watches, Impulse, Oval Room, 28 Shop®, all electronics and electronics, e-Spot™, furniture, mattresses, rugs/floor coverings, sterling flatware, All-Clad®, Emporio Armani, Baccarat, Tommy Bahama, Coach, Dooney & Bourke, Dyson, Ghurka, Henckels, Juicy Couture®, Lacoste, Lalique, Lauren/Polo/Ralph Lauren, Levi's®/Dockers®, MICHAEL Michael Kors/Michael Kors, The North Face®, Not Your Daughter's Jeans®, Reebok® EasyTone, Skechers® Shape-Ups™, Kate Spade, Tumi™, Louis Vuitton, Wacoal, Waterford China/Crystal/Silver, Wüsthof, William Yeoward, select licensed departments. Not valid on previous purchases, special orders, special purchases, services, gift cards, jewelry trunk shows, payment on credit accounts, bridal salons, restaurants, gourmet food and wine. Cannot be combined with any savings pass/coupon, extra discount or credit offer, except opening a new Macy's account. **EXTRA SAVINGS 9% APPLIED TO REDUCED PRICES. Valid in-store any single day and one time on macys.com, August 23-November 2, 2010, with your Macy's Card.**

Date of redemption  
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\*Excludes: Everyday Values (EDV), specials, Super Buys and all regular priced: bridge & designer handbags and designer sportswear, cosmetics, fragrances, watches, Impulse, Oval Room, 28 Shop®, all electronics and electronics, e-Spot™, furniture, mattresses, rugs/floor coverings, sterling flatware, All-Clad®, Emporio Armani, Baccarat, Tommy Bahama, Coach, Dooney & Bourke, Dyson, Ghurka, Henckels, Juicy Couture®, Lacoste, Lalique, Lauren/Polo/Ralph Lauren, Levi's®/Dockers®, MICHAEL Michael Kors/Michael Kors, The North Face®, Not Your Daughter's Jeans®, Reebok® EasyTone, Skechers® Shape-Ups™, Kate Spade, Tumi™, Louis Vuitton, Wacoal, Waterford China/Crystal/Silver, Wüsthof, William Yeoward, select licensed departments. This coupon has no cash value and may not be redeemed for cash. Not valid on previous purchases, special orders, special purchases, services, gift cards, jewelry trunk shows, payment on credit accounts, bridal salons, restaurants, gourmet food and wine. Cannot be combined with any savings pass/coupon, extra discount or credit offer, except opening a new Macy's account. **EXTRA SAVINGS APPLIED TO REDUCED PRICES.** Savings allocated among eligible items, as shown on receipt. Returns forfeit allocated savings for returned item(s). Purchase must be \$30 or more, exclusive of tax and delivery fees. One savings pass per transaction. **Valid for one-time use only in-store and one time on macys.com, August 23-November 2, 2010, with your Macy's Card.**



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\*To be eligible for this 15% dining offer, you must be the named recipient of this invitation, and must register your Macy's American Express Card at [www.amexnetwork.com/macys](http://www.amexnetwork.com/macys) prior to making a qualifying purchase. A qualifying purchase is one made with a registered card at a participating merchant from September 6, 2010, through December 31, 2010. You may register only one (1) card for this offer. The total of all statement credits received by any one cardholder, regardless of the total spent on qualifying purchases, will be limited to \$25. If your card is replaced during the promotional period, please call the customer service number on the back of your card for assistance. To see the list of participating merchants, please go to [www.amexnetwork.com/macys](http://www.amexnetwork.com/macys). Your reward will be credited to your registered card account as a statement credit. Statement credits are generally issued within 5 business days after your qualifying purchase, but may take up to 2 billing cycles to post to your account. Additional terms apply; see registration website for details.

American Express is a federally registered service mark of American Express and is used by Department Stores National Bank pursuant to a license. This credit card program is issued and administered by Department Stores National Bank.

Go to [www.macys.com/activate](http://www.macys.com/activate) or call 1-888-257-6894 from your **PRIMARY** phone to activate your new card(s). Please have your old and new cards available.

Ve a [www.macys.com/activate](http://www.macys.com/activate) o llama al 1-888-257-6894 desde tu número telefónico **PRINCIPAL** para activar tu(s) nueva(s) tarjeta(s). Por favor ten a la mano tus tarjetas viejas y nuevas.

AX-810



**INFORMATION UPDATE** — The following changes will apply to your Credit Card Agreement for your Visa® Account upon activation of your Macy's American Express® Account:

- Anywhere "Visa" is mentioned in your Credit Card Agreement will now change to "American Express."
- The sections in your Credit Card Agreement detailing the International Transaction Fee (within the "Cost of Credit" section) and Foreign Currency Conversion are replaced in their entirety with the following:
  - ◆ We will charge an International Transaction Fee for each transaction (including, but not limited to, a Purchase or Cash Advance) processed to your American Express Account by a merchant outside the United States and its territories, whether or not the transaction is in U.S. Dollars. This Fee will be equal to 1% of the transaction amount in U.S. Dollars, and is paid to American Express as an international transaction charge.
  - ◆ **Foreign Currency Conversion:** When your American Express Account is used to initiate any transaction (including but not limited to a Purchase, Return or Cash Advance) in a currency other than U.S. Dollars, it will be converted into U.S. Dollars on the date it is processed by American Express or its agents. Unless a particular rate is mandated by applicable law, the conversion rate used by American Express will be no greater than (a) the highest interbank conversion rate identified by American Express from customary banking sources, or (b) the official conversion rate published by a government agency, on the conversion

date or the prior business day. This conversion rate may differ from the rate in effect on the date of your transaction. A merchant (such as an airline) may convert a transaction into U.S. Dollars before sending it to American Express. In that case, the merchant selects the conversion rate.

- Any Auto Rental Insurance you had with your Macy's Visa Account will end when your Macy's Visa Card expires, you activate your new Macy's American Express Card, or on 1/15/2011, whichever comes first.

American Express Account refers to all purchase activity outside of Macy's stores and macys.com on the Macy's American Express Card. American Express is a federally registered service mark of American Express and is used by Department Stores National Bank pursuant to a license. This credit card program is issued and administered by Department Stores National Bank.

MCYPREB610



# Exhibit B

**Macy's American Express® Account statement**

For the period ending Jun 22, 2011 · Days in billing cycle: 31

**Questions or lost/stolen card?** Call Customer Service 1-877-204-7996Go to [macys.com/mymacyscard](http://macys.com/mymacyscard) to manage and pay your account online.**MARCY ZEVON**

Account number: XXXX XXXXXX X9360

Page: 1 of 4

**Summary of American Express Account activity**

Previous Balance	\$405.03
Payments	-\$105.03
Other credits/adjustments	\$0.00
Purchases	\$0.00
Cash advances	\$0.00
Fees charged	\$0.00
Interest charged	+\$4.22

<b>Total New Balance</b>	<b>\$304.22</b>
--------------------------	-----------------

Past due amount	\$0.00
-----------------	--------

Credit limit	\$2,000.00
--------------	------------

Credit available	\$1,695.00
------------------	------------

**Payment Information**

<b>Total New Balance</b>	<b>\$304.22</b>
--------------------------	-----------------

<b>Minimum Payment Due</b>	<b>\$10.00</b>
----------------------------	----------------

<b>Payment Due Date</b>	<b>Jul 22, 2011</b>
-------------------------	---------------------

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a Late Payment Fee of up to \$10.00.

**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this Statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	6 years	\$430
\$10	3 years	\$375 (Savings -- \$55)

If you are experiencing financial difficulty and would like information about credit counseling or debt management services, you may call 1-877-337-8187.

**Macy's American Express Account transaction details**

Transaction Date	Posting Date	Description	Location	Amount
Jun 7	Jun 7	Electronic Payment		-\$105.03

**star REWARDS**

Please tear off and return the slip with your payment. Be sure to write your account number on the front of your check and make your check payable to Macy's. You can pay at any Macy's store, online at [macys.com/mymacyscard](http://macys.com/mymacyscard), or by mail. Payments received by 5:00 pm local time at the address shown on this Statement will be credited as of the date received.

★ **macy's** Payment Slip

The creditor is Department Stores National Bank.

☐ New address or phone number?  
Go to [macys.com/mymacyscard](http://macys.com/mymacyscard) or use the reverse side.

Account number: XXXX XXXXXX X9360

Payment Due Date	Total New Balance	Minimum Payment Due
Jul 22, 2011	\$304.22	\$10.00

**Amount enclosed:**

\$							
----	--	--	--	--	--	--	--

10-51 79079 1/4

**MARCY ZEVON**  
838 W END AVE APT 3C  
NEW YORK, NY 10025-5365

PO BOX 183084  
COLUMBUS, OH 43218-3084

XXXXXXXXXXXXX936070 0001000 0030422 0010503 2815

\*If you would like Macy's to send you e-mails regarding sales, events or other offers that may interest you.

MARCY ZEVON

Page 3 of 4

**Fees**

<b>TOTAL FEES FOR THIS PERIOD</b>	<b>\$0.00</b>
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**Interest Charged**

Jun 22	Jun 22	Interest charge on purchases	\$4.22
Jun 22	Jun 22	Interest charge on cash adv	\$0.00
<b>TOTAL INTEREST FOR THIS PERIOD</b>			<b>\$4.22</b>

2011 Totals Year-to-Date	
Total fees charged in 2011	\$11.00
Total interest charged in 2011	\$13.88

Go to [macys.com/mymacyscard](http://macys.com/mymacyscard) to view previous transactions and statements.**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the Annual Interest Rate on your Account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	14.15% (v)	\$350.82	\$4.22
Cash Advances	14.15% (v)	\$0.00	\$0.00

(v) - Variable Rate

**Macy's and Star Rewards News**

Always be in the know! Check us out on [facebook.com/Macys](http://facebook.com/Macys) and [twitter.com/MacysInc](http://twitter.com/MacysInc) for inside tips on sales, promotions, and special events.

Save time and get the peace of mind that comes with knowing your monthly bills are paid on time. Contact your providers to have your monthly bills charged automatically to your Macy's American Express Card.

Don't miss Macy's 4th of July Fireworks, America's largest fireworks display. See it live on NBC - check your local listings for details.

**Hyatt Aruba FREE Night, FREE Upgrade!**

Book a 4-night stay at the Hyatt Regency Aruba Resort & Casino with your Macy's American Express Card and enjoy 4th night free, daily breakfast, free upgrade & \$50 Macy's Gift Card. Limitations apply. Call Summit Travel (800) 548-2522 or visit: [www.macystravelrewards.com/aruba](http://www.macystravelrewards.com/aruba) for complete details.

IT'S NOT JUST FOR  
**BIG THINGS.**

Your Macy's American Express® Card is perfect for your weekly grocery run. Many supermarkets welcome the Macy's American Express Card.

SEE ALL YOUR CARD HAS TO OFFER AT  
[MACYS.COM/MACYSAMEXBENEFITS](http://MACYS.COM/MACYSAMEXBENEFITS)



TURN OVER A NEW LEAF.

Here's a simple way to reduce paper waste and save fuel: switch from paper to electronic statements. When we work together, little changes make a big difference.

Learn more at  
[www.macys.com/gogreen](http://www.macys.com/gogreen)

A special online offer just for Macy's American Express® Cardholders

National Membership PROGRAMS

**COSTCO**  
WHOLESALE

RECEIVE A \$10 COSTCO CASH CARD when you buy a Costco Membership Certificate online only before August 31, 2011, with your Macy's American Express Card. Limit 4 per cardholder. See website for details.

To purchase a Costco Membership Certificate today, visit  
[www.membershipmacys.com](http://www.membershipmacys.com)



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MARCY ZEVON

Page 4 of 4

# Exhibit C

**Minimum-Payment Amortization of Zevon Debt**

Month	Beginning Balance	Minimum Payment	Subtotal	Interest on Subtotal	Ending Balance	Month
1	304.22	10.00	294.22	3.42	297.64	1
2	297.64	10.00	287.64	3.35	290.99	2
3	290.99	10.00	280.99	3.27	284.26	3
4	284.26	10.00	274.26	3.19	277.45	4
5	277.45	10.00	267.45	3.11	270.56	5
6	270.56	9.00	261.56	3.04	264.60	6
7	264.60	9.00	255.60	2.97	258.57	7
8	258.57	9.00	249.57	2.90	252.47	8
9	252.47	9.00	243.47	2.83	246.30	9
10	246.30	9.00	237.30	2.76	240.06	10
11	240.06	8.00	232.06	2.70	234.76	11
12	234.76	8.00	226.76	2.64	229.40	12
13	229.40	8.00	221.40	2.57	223.97	13
14	223.97	8.00	215.97	2.51	218.48	14
15	218.48	8.00	210.48	2.45	212.93	15
16	212.93	7.00	205.93	2.39	208.32	16
17	208.32	7.00	201.32	2.34	203.66	17
18	203.66	7.00	196.66	2.29	198.95	18
19	198.95	7.00	191.95	2.23	194.18	19
20	194.18	7.00	187.18	2.18	189.36	20
21	189.36	7.00	182.36	2.12	184.48	21
22	184.48	6.00	178.48	2.08	180.56	22
23	180.56	6.00	174.56	2.03	176.59	23
24	176.59	6.00	170.59	2.00	172.59	24
25	172.59	6.00	166.59	2.00	168.59	25
26	168.59	6.00	162.59	2.00	164.59	26
27	164.59	6.00	158.59	2.00	160.59	27
28	160.59	6.00	154.59	2.00	156.59	28
29	156.59	6.00	150.59	2.00	152.59	29
30	152.59	5.00	147.59	2.00	149.59	30
31	149.59	5.00	144.59	2.00	146.59	31
32	146.59	5.00	141.59	2.00	143.59	32
33	143.59	5.00	138.59	2.00	140.59	33
34	140.59	5.00	135.59	2.00	137.59	34
35	137.59	5.00	132.59	2.00	134.59	35
36	134.59	5.00	129.59	2.00	131.59	36
37	131.59	5.00	126.59	2.00	128.59	37
38	128.59	5.00	123.59	2.00	125.59	38
39	125.59	5.00	120.59	2.00	122.59	39
40	122.59	5.00	117.59	2.00	119.59	40
41	119.59	5.00	114.59	2.00	116.59	41

Based on 1.163% interest (14.15% APR, 30-day months) calculated monthly on ending balances, with a \$2.00 minimum interest charge. Minimum payment = greater of (i) 3.25% of beg'g balance, rounded up or (ii) \$5.00.

**Minimum-Payment Amortization of Zevon Debt**

Month	Beginning Balance	Minimum Payment	Subtotal	Interest on Subtotal	Ending Balance	Month
42	116.59	5.00	111.59	2.00	113.59	42
43	113.59	5.00	108.59	2.00	110.59	43
44	110.59	5.00	105.59	2.00	107.59	44
45	107.59	5.00	102.59	2.00	104.59	45
46	104.59	5.00	99.59	2.00	101.59	46
47	101.59	5.00	96.59	2.00	98.59	47
48	98.59	5.00	93.59	2.00	95.59	48
49	95.59	5.00	90.59	2.00	92.59	49
50	92.59	5.00	87.59	2.00	89.59	50
51	89.59	5.00	84.59	2.00	86.59	51
52	86.59	5.00	81.59	2.00	83.59	52
53	83.59	5.00	78.59	2.00	80.59	53
54	80.59	5.00	75.59	2.00	77.59	54
55	77.59	5.00	72.59	2.00	74.59	55
56	74.59	5.00	69.59	2.00	71.59	56
57	71.59	5.00	66.59	2.00	68.59	57
58	68.59	5.00	63.59	2.00	65.59	58
59	65.59	5.00	60.59	2.00	62.59	59
60	62.59	5.00	57.59	2.00	59.59	60
61	59.59	5.00	54.59	2.00	56.59	61
62	56.59	5.00	51.59	2.00	53.59	62
63	53.59	5.00	48.59	2.00	50.59	63
64	50.59	5.00	45.59	2.00	47.59	64
65	47.59	5.00	42.59	2.00	44.59	65
66	44.59	5.00	39.59	2.00	41.59	66
67	41.59	5.00	36.59	2.00	38.59	67
68	38.59	5.00	33.59	2.00	35.59	68
69	35.59	5.00	30.59	2.00	32.59	69
70	32.59	5.00	27.59	2.00	29.59	70
71	29.59	5.00	24.59	2.00	26.59	71
72	26.59	5.00	21.59	2.00	23.59	72
73	23.59	5.00	18.59	2.00	20.59	73
74	20.59	5.00	15.59	2.00	17.59	74
75	17.59	5.00	12.59	2.00	14.59	75
76	14.59	5.00	9.59	2.00	11.59	76
77	11.59	5.00	6.59	2.00	8.59	77
78	8.59	5.00	3.59	2.00	5.59	78
79	5.59	5.00	0.59	2.00	2.59	79
80	2.59	2.59	0	0	0	80
<b>Total Cost:</b>	<b>\$ 477.59</b>			<b>Total Years:</b>	<b>7</b>	

Based on 1.163% interest (14.15% APR, 30-day months) calculated monthly on ending balances, with a \$2.00 minimum interest charge. Minimum payment = greater of (i) 3.25% of beg'g balance, rounded up or (ii) \$5.00.



# Exhibit D

**Three-Year Amortization of Zevon Debt**

Month	Beginning Balance	Minimum Payment	Subtotal	Interest on Subtotal	Ending Balance	Month
1	304.22	10.00	294.22	3.42	297.64	1
2	297.64	10.00	287.64	3.35	290.99	2
3	290.99	10.00	280.99	3.27	284.26	3
4	284.26	10.00	274.26	3.19	277.45	4
5	277.45	10.00	267.45	3.11	270.56	5
6	270.56	10.00	260.56	3.03	263.59	6
7	263.59	10.00	253.59	2.95	256.54	7
8	256.54	10.00	246.54	2.87	249.41	8
9	249.41	10.00	239.41	2.78	242.19	9
10	242.19	10.00	232.19	2.70	234.89	10
11	234.89	10.00	224.89	2.62	227.51	11
12	227.51	10.00	217.51	2.53	220.04	12
13	220.04	10.00	210.04	2.44	212.48	13
14	212.48	10.00	202.48	2.35	204.83	14
15	204.83	10.00	194.83	2.27	197.1	15
16	197.10	10.00	187.1	2.18	189.28	16
17	189.28	10.00	179.28	2.09	181.37	17
18	181.37	10.00	171.37	2.00	173.37	18
19	173.37	10.00	163.37	2.00	165.37	19
20	165.37	10.00	155.37	2.00	157.37	20
21	157.37	10.00	147.37	2.00	149.37	21
22	149.37	10.00	139.37	2.00	141.37	22
23	141.37	10.00	131.37	2.00	133.37	23
24	133.37	10.00	123.37	2.00	125.37	24
25	125.37	10.00	115.37	2.00	117.37	25
26	117.37	10.00	107.37	2.00	109.37	26
27	109.37	10.00	99.37	2.00	101.37	27
28	101.37	10.00	91.37	2.00	93.37	28
29	93.37	10.00	83.37	2.00	85.37	29
30	85.37	10.00	75.37	2.00	77.37	30
31	77.37	10.00	67.37	2.00	69.37	31
32	69.37	10.00	59.37	2.00	61.37	32
33	61.37	10.00	51.37	2.00	53.37	33
34	53.37	10.00	43.37	2.00	45.37	34
35	45.37	10.00	35.37	2.00	37.37	35
36	37.37	10.00	27.37	2.00	29.37	36
37	29.37	10.00	19.37	2.00	21.37	37
38	21.37	10.00	11.37	2.00	13.37	38
39	13.37	10.00	3.37	2.00	5.37	39
40	5.37	5.37	0	0	0	40
<b>Total Cost:</b>	<b>\$ 395.37</b>		<b>\$ 91.15</b>	<b>Total Years:</b>	<b>3</b>	

Based on 1.163% interest (14.15% APR, 30-day months) calculated monthly on ending balances, with a \$10.00 monthly payment and a \$2.00 minimum interest charge.

Certificate of Service

I, Brian L. Bromberg, an attorney, hereby certify that I caused to be served on the following counsel of record the attached **Amended Complaint** on September 14, 2012, by Regular First Class Mail to:

Julia Beatrice Strickland, Esq.  
Stroock & Stroock & Lavan LLP  
2029 Century Park East  
Los Angeles, CA 90067

David Wesley Moon, Esq.  
Stroock & Stroock & Lavan LLP  
2029 Century Park East, Suite 1800  
Los Angeles, CA 90067

David V. Simunovich, Esq.  
Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, NY 10038

Dated: New York, New York  
September 14, 2012

  
Brian L. Bromberg